

DEPARTMENT OF FISH AND GAME

South Coast Region
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San Diego, California 92123
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October 29, 2002

California Department of Transportation
Attn: Aziz Elattar
120 S. Spring Street, MS - 16A
Los Angeles, CA 90012

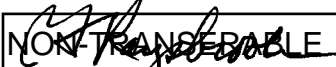
Dear Mr. Elattar:

Enclosed is Streambed Alteration Agreement # R5-2002-0375 that authorizes work on the Routine Maintenance Activities project impacting various modified and unmodified channels at 26 locations in Los Angeles and Ventura Counties. This action is authorized under Section 1600 of the Fish and Game Code and has been approved by the California Department of Fish and Game. Pursuant to the requirements of the California Environmental Quality Act (CEQA), the Department filed a Notice of Exemption (NOE) on the project on 10/29/02. Under CEQA regulations, the project has a 35-day statute of limitations on court challenges of the Department's approval under CEQA.

The Department believes that the project fully meets the requirements of the Fish and Game Code and CEQA. However, if court challenges on the NOE are received during the 35-day period, then an additional review or even modification of the project may be required. If no comments are received during the 35-day period, then any subsequent comments need not be responded to. This information is provided to you so that if you choose to undertake the project prior to the close of the 35-day period, you do so with the knowledge that additional actions may be required based on the results of any court challenges that are filed during that period.

Please contact Trudy Ingram at (805) 640-9897 if you have any questions regarding the Streambed Alteration Agreement.

Sincerely,


NON-TRANSFERABLE

C.F. Raysbrook
Regional Manager

Enclosure

cc: Trudy Ingram

AGREEMENT
between
CALIFORNIA DEPARTMENT OF TRANSPORTATION DISTRICT 7
and
CALIFORNIA DEPARTMENT OF FISH & GAME
regarding
ROUTINE MAINTENANCE ACTIVITIES SUBJECT TO
CALIFORNIA FISH AND GAME CODE SECTION 1601
R5-2002-0375

THIS AGREEMENT, entered into between the California Department of Fish and Game, hereinafter called the Department, and the California Department of Transportation, District 7, hereinafter called Caltrans, defines, delineates and conditions routine maintenance activities conducted by Caltrans in Los Angeles and Ventura Counties.

WHEREAS, pursuant to Section 1601 of the California Fish and Game Code, Caltrans, on the 21st day of August, 2002, notified the Department that they intend to divert or obstruct the natural flow of, or change the bed, channel, or bank of, or use material from the streambed(s) of, existing improved and unimproved channels throughout Los Angeles and Ventura Counties for the purpose of routine maintenance activities.

WHEREAS, the Department has determined that such routine maintenance may substantially adversely impact fish and wildlife resources in said drainages and Section 1601 of the Fish and Game Code allows the Department to propose reasonable modifications to projects to allow for the protection and continuance of existing fish and wildlife resources.

THEREFORE, the Department hereby proposes measures to protect fish and wildlife resources during Caltrans' routine maintenance work. Caltrans hereby agrees to accept the following measures/conditions as part of the proposed work.

This Agreement becomes effective the date of the Department's signature and terminates December 31, 2003 for project maintenance only. This Agreement shall remain in effect to fulfill the conditions required for mitigation.

I. PURPOSE

The purpose of this Agreement is to protect fish and wildlife resources pursuant to the California Department of Fish and Game Code (Code) 1600 *et seq.*, while allowing Caltrans, or their authorized contractor, to perform routine maintenance activities in channels within the right-of-way (ROW) or drainage easement of a state route or interstate highway.

Routine maintenance is required to maintain channel capacity, protect Caltrans' investment and prevent loss of life and property.

This Agreement shall cover only those routine maintenance activities that are either statutorily or categorically exempt from the requirements of the California Environmental Quality Act (CEQA) and

which individually and cumulatively are not significant impacts pursuant to CEQA. Routine maintenance activities in any habitat that supports or could support sensitive, rare, or listed species, or adjacent to such habitat, are not covered by this Agreement.

This Agreement does not relieve Caltrans of any responsibility for compliance with this or any other section of the Code. Activities not specifically agreed to and resolved by this Agreement shall be subject to separate notification pursuant to Fish and Game Code Sections 1600 *et seq.*

II. DEFINITIONS

The following definitions shall govern this Agreement:

Channels. The following types of channels are subject to Code Section 1601 and are addressed in this Agreement:

- Rivers, streams, or other watercourses that are crossed by roadways via bridges or culverts;
- Channels and ditches, as defined in the July 1995 Highway System Inventory (Inventory), that are within the ROW or drainage easements;
- Culverts listed in the Inventory as C611 if they are connected to an open channel at both ends;
- Channels that are open on the top.

Those portions of roadway drainage systems that capture water from the pavement through an inlet structure as defined in the Inventory [e.g., drop or curb inlets (C610), overside drains (C611), horizontal drains (C720) and slotted drains or pavement structural drains (C721), and which convey water through an enclosed pipe to an outlet are not regulated under this section of the Code and therefore are not covered by this Agreement.

Complete channel modification. Any channel of a stream, river, watercourse or ditch, having a bottom and sides covered with concrete, riprap or sacrete (or any combination of these).

Partial channel modification. Any channel of a stream, river, watercourse or ditch having an earthen bottom and partially or completely altered concrete, riprap or sacrete sides.

Unmodified channel. Any channel of a stream, river, watercourse or ditch, having an earthen bottom and sides.

Routine Maintenance. Routine maintenance is recurring maintenance work, scheduled or predictable, necessary to maintain the functional integrity of an existing facility. The following activities, with the conditional requirements contained in this Agreement, shall be considered routine maintenance:

- removal of sand, silt, or sediment that reduces or obstructs flow within a facility's design parameters, as indicated on as-built plans;
- removal of human generated debris such as lawn and farm cuttings, rubbish, garbage and trash, flood-deposited vegetation, fallen trees, dead trees which are in danger of falling into the channel, branches, and other debris that obstruct flow;
- control of weeds, grasses, emergent vegetation, and woody vegetation that restricts normal

- flow under or through a facility, with specific restrictions for removal of native vegetation;
- trimming/pruning of vegetation which causes a line-of-sight problem for signage or driveways/roadways;
- in-kind repair of existing facilities, including replenishment of damaged riprap or concrete, within the existing footprint of the damaged facility, and within all other restrictions of this Agreement. This does not include culvert replacement, or installation of new energy dissipaters, headwalls, or wingwalls.

Native vegetative cover shall be estimated relative to the total vegetation present, as follows:

- **Sparse native vegetation.** Of the total vegetation cover (including non-natives), up to 20% may be native vegetation cover; trees, if present, shall not exceed 1" dbh.
- **Moderate native vegetation.** Of the total vegetation cover (including non-natives), up to 50% may be native vegetation cover; trees, if present, shall not exceed 3" dbh.
- **Dense native vegetation.** Of the total vegetation cover, (including non-natives) up to 100% may be native vegetation cover; trees, if present, exceed 3" dbh.

Category 1A Channels. Completely modified channels in urban areas with little or no vegetation (a few scattered individuals at most). These channels shall not contain established native vegetation such as mulefat and willows or any trees. This category is further limited as follows:

- must be in areas that have been developed or are in active agriculture;
- channels otherwise fitting this description that are adjacent to native habitats or non-native grasslands that could support sensitive species are excluded from this category;
- channels otherwise fitting this description that function as wildlife corridors are excluded from this category.

Category 1B Channels. Partially modified channels that are unvegetated or vegetated with any of the following:

- herbaceous and woody non-natives including, but not limited to, castor bean, *Arundo*/giant reed, cocklebur, grasses, acacia, eucalyptus and palms;
- native emergent aquatic vegetation such as cattail;
- herbaceous and woody native riparian vegetation such as willow and mulefat.

This category is further limited as follows:

- must be in areas that have been developed or are in active agriculture;
- channels otherwise fitting this description that are adjacent to native habitats or non-native grasslands that could support sensitive species are excluded from this category;
- channels otherwise fitting this description that function as wildlife corridors are excluded from this category.

Category 2A Channels. Completely modified channels that are vegetated with any of the following:

- herbaceous and woody non-natives including, but not limited to, castor bean, *Arundo*/giant reed, cocklebur, grasses, acacia, eucalyptus and palms;
- native emergent aquatic vegetation such as cattail;
- herbaceous and woody native riparian vegetation such as willow and mulefat

Category 2B Channels. Channels that are in all respects as defined under Category 2A, except they are partially modified or unmodified channels.

Category 2A and 2B channels also include modified and unmodified channels that would otherwise fit in Category 1, but are adjacent to habitats that may support sensitive species (all undeveloped/rural areas) and may function as wildlife corridors.

Category 3 Channels. Modified and unmodified channels that support native riparian vegetation that is habitat for sensitive species (those included in the California Natural Diversity Database), or species listed as threatened or endangered pursuant to the California Endangered Species Act or the Federal Endangered Species Act. This category also includes any channel that supports established native and non-native trees with dbh greater than 3". Routine maintenance activities in this category are not covered by this Agreement and shall be subject to separate notification and Agreement pursuant to Fish and Game Code 1600 *et seq.*

III. PRIOR APPROVAL

Maintenance work is not authorized to proceed until prior approvals have been received in writing from the Department. Lists of proposed maintenance projects for a given time period (Final Project Lists) will be added to this Agreement as amendments as they become available. These lists/amendments will include specific project locations, impacts analysis, and mitigation as appropriate and as required in this Agreement. Only when amendments are fully executed (signed by the Department and Caltrans), will work be allowed to proceed. More specific approval requirements can be found under Section V. STANDARD PROVISIONS, Compliance and Section IX. AMENDMENT, EXTENSION and TERMINATION.

After receiving approval to start work, further notification pursuant to Code Section 1601 will not be required for the projects and scope of activities that are described in this Agreement, unless the work is substantially changed, or the conditions affecting fish and wildlife resources substantially change, and such resources are adversely affected by the activities conducted under the terms of this Agreement.

IV. AUTHORIZED ACTIVITIES

Except as otherwise permitted in this Agreement, the removal of soil, vegetation, and vegetative debris from the streambed or stream banks is prohibited.

Category 1A channels (completely modified with little/no vegetation) may be cleared of silt, sand, sediment and debris as previously defined, and any vegetation, if present, as defined above.

Category 1B and Category 2B channels (partially modified and unmodified, with vegetation) may be cleared of silt, sand, sediment and debris and non-native vegetation, as previously defined. Sparse to moderate native vegetation may be cleared a maximum of 50 feet upstream and 50 feet downstream of the facility (bridge, culvert, basin) being cleared, and only as required to maintain the function of the channel. Mowing and/or trimming of native vegetation in these channels shall be done whenever possible in order to maintain soil stability. Clearing of dense native vegetation, and native and non-native trees with dbh greater than 3 inches, is not authorized under this Agreement and shall require separate 1601 notification.

Category 2A channels (completely modified, with vegetation) may be cleared of silt, sand, sediment and debris and non-native vegetation as previously defined. Sparse to moderate woody, native vegetation may be cleared, up to a total of 500 sq. ft. Dense native aquatic emergent vegetation may be cleared as required to maintain channel function. Clearing of dense woody native vegetation (willows, mulefat), and native and non-native trees with dbh greater than 3 inches, is not authorized under this Agreement and shall require separate 1601 notification.

Category 3 channels are not authorized for clearing or any other type of routine maintenance work under this Agreement and shall require separate 1601 notification.

V. STANDARD PROVISIONS

Compliance

1. All maintenance activities covered by this Agreement require prior approval from the District Biologist and from the Department. By April 1, Caltrans Maintenance staff shall submit to the District Biologist a Preliminary Project List of routine maintenance work anticipated for that year. The list will include, at a minimum, work location, type of work, channel type (completely/partially modified or unmodified), and approximate dimensions of the work site/sediment to be removed. The District Biologist shall send the Preliminary Project List to the Department.
2. One month prior to anticipated work, Caltrans Maintenance staff shall submit an Environmental Review form (Exhibit 1) to the District Biologist for each project on the Preliminary Project List that will definitely be completed within a 1-2 month period. Projects not included in the Preliminary Project List but which are also believed to be high priority, may be added at this time. The District Biologist shall conduct on-site evaluations of all proposed maintenance projects for that period and determine if the activity falls within Category 1, 2, or 3. The District Biologist shall also determine the impacts to fish and wildlife resources as described in this Agreement, and the proposed mitigation if appropriate. The District Biologist shall submit a Final Project List (compiled from the individual Environmental Review forms) together with the impacts assessment and mitigation to the Department for review and concurrence (Exhibit 2: Final Project List, 2002). The Department shall submit written approval/concurrence to the District Biologist that work may commence for all or selected projects on the Final Project List. Final Project Lists for subsequent years shall become part of this Agreement as amendments, signed by both Caltrans and the Department.
3. A qualified biologist shall monitor work in Category 1B and 2B channels (partially modified and unmodified). The District Biologist shall determine the critical times to be on-site to ensure compliance with the conditions of this Agreement.

4. On a monthly basis, Caltrans Maintenance staff will submit a log to the District Biologist of completed maintenance activities. These logs shall include post-project photographs, description of work, methods of maintenance used, quantities of sediment removed, BMPs employed and reasons why (including erosion control on exposed slopes), effectiveness of BMPs used, dates of work, and anticipated time of next cleanout/maintenance. Post-project photos shall include upstream and downstream areas as well as any access roads used. The District Biologist shall review these logs to ensure that all activities were conducted in accordance with the terms of this Agreement. The log shall be retained by Caltrans for the duration of this Agreement. The District Biologist shall immediately report any non-compliance to the Department. The maintenance logs shall be available for review by the Department if requested.

5. Caltrans, and any contractor or subcontractor working on activities covered by this Agreement, are jointly and severally liable for compliance with the provisions of this Agreement. Any violation of the provisions of this Agreement is cause to terminate this Agreement. Failure to comply with the provisions and requirements of this Agreement may result in prosecution.

Work Windows

6. Maintenance activities shall be performed at a time and in a manner that will minimize adverse impacts and provide for the protection and continuance of fish and wildlife species.

7. All work within channels that have only intermittent flow shall be performed while the channel is dry. Work within channels with perennial flow shall be performed during times when there is relatively low flow. The dry season, when all work shall be accomplished, falls between April 1 and October 31. Work outside of the dry season will be allowed on a case by case basis if work can be accomplished within a dry weather forecast and the channel will be dry (intermittent streams) or relatively low (perennial streams). All proposed work outside of the defined dry season shall be authorized in advance by the Department.

8. Caltrans shall not remove or otherwise disturb vegetation or conduct any other project activities on the project site from March 1 to September 15 to avoid impacts to breeding/nesting birds. OR, Prior to construction or site preparation activities, Caltrans shall have a qualified biologist survey all breeding/nesting habitat within the project site and adjacent to the project site for breeding/nesting birds. Surveys shall begin no later than June 1. Surveys shall be conducted every 7 days for three (3) consecutive weeks until at least July 1. Documentation of findings, including a negative finding must be submitted to the Department for review and concurrence. If no breeding/nesting birds are observed and concurrence has been received from the Department, maintenance activities may begin (if all other requirements of this Agreement have been met). If breeding activities and/or an active bird nest is located and concurrence has been received from the Department, the breeding habitat/nest site shall be fenced a minimum of 300 feet (500 feet for raptors) in all directions, and this area shall not be disturbed until the nest becomes inactive, the young have fledged, the young are no longer being fed by the parents, the young have left the area, and the young will no longer be impacted by the project.

Be advised, migratory nongame native bird species are protected by international treaty under the Federal Migratory Bird Treaty Act (MBTA) of 1918(50 C.F.R. Section 10.13). Sections 3503, 3503.5 and 3513 of the California Fish and Game Code prohibit take of all birds and their active nests including raptors and other migratory nongame birds (as listed under the Federal MBTA).

Swallows

9. It is anticipated that swallows may nest on bridges and other structures between February 15 and September 1. Caltrans shall take such measures as necessary to prevent nesting on portions of the structures that will cause a conflict between performing necessary work and nesting swallows. Swallows shall be allowed to nest on portions of the bridges where conflicts are not anticipated. Prior to February 15, existing nests (from previous years) shall be removed. Removal of partially completed nests (when nests are less than half constructed) is permitted between February 15 and September 1 to discourage nesting when maintenance activities are being implemented. If new nests are built to completion or existing nests become occupied, then any work that would interfere with or discourage swallows from returning to their nests is not permitted.

Bats

10. Caltrans shall avoid work on or near bridges when it would disturb roosting bats (February 15-September 30).

Work Area Limits

11. If Caltrans believes that employees may have difficulty determining the limits of the work area, or if the work is contracted to a third party, then prior to commencement of work, the upstream and downstream limits of the minimum required work area, and other encroachments on the stream, plus associated wetlands will be identified with brightly colored flagging or mesh fencing. For Category 1B and 2B channels (partially modified or unmodified), the work area limits shall not be greater than 50 feet upstream and downstream of the facility. The District Biologist shall determine whether or not fencing is required.

Vehicles and Equipment

12. All work shall be accomplished whenever possible using hand tools and without operating heavy equipment in a channel.

13. If clearing requires vehicle access within the channel, such access will be limited to a predetermined ingress and egress route. All other natural areas will remain off-limits to vehicles. Vehicle routes will be flagged as described above.

14. Vehicles will not be driven or equipment operated in water covered portions of a stream or where wetland vegetation, riparian vegetation, or aquatic organisms may be destroyed, except as otherwise provided for in this Agreement and as necessary to complete the authorized work. The Department will be consulted for exceptions or if water diversions are necessary.

15. Staging/storage areas for equipment and materials shall be located outside of the stream/lake.

Vegetation

16. In general, disturbance or removal of vegetation within the agreed work area shall be reduced to the greatest extent possible and will not exceed the minimum necessary to complete operations. Caltrans shall not disturb vegetation on the stream banks during maintenance

operations, except as needed to allow access of equipment and personnel to the area. Removal of vegetation and trees is strictly limited by type of channel being cleared, quantity of native vegetation removed, and size of trees present, as described under Section IV. AUTHORIZED ACTIVITIES.

17. Caltrans may control weeds and weedy grasses by mowing or hand labor as necessary to comply with local regulations, as long as control techniques do not damage or destroy native vegetation, except as otherwise permitted in this Agreement.

18. Any exotic plant species removed shall be disposed of at a site approved by the Caltrans biologist. The Department recommends the removal of exotic plant species from as many channels and streams as possible as long as this can be accomplished in a manner that does not harm existing fish and wildlife resources.

19. No herbicides shall be used in any stream channel unless approved in writing by the Department on a case-by-case basis or as needed to control non-native species addressed in this Agreement. Any herbicide application shall conform to Federal and State law. Herbicides shall not be used where listed species may occur.

20. Whenever possible, invasive species shall be removed by hand or by hand-operated power tools rather than by chemical means. Where control of *Arundo* is required, the plants shall be cut to a height of 6 inches or less, and the stumps painted with an herbicide approved for aquatic use within 5 minutes of cutting. Great care shall be taken to avoid contacting herbicide with any native vegetation.

Fill/Spoil

21. Spoil storage sites will not be located within the stream, where spoil will be washed into the stream, or where it will cover aquatic or riparian vegetation. Rock, gravel, and/or other materials will not be imported into, or moved within the bed or banks of the stream except as otherwise addressed in this Agreement.

22. Material removed from the channels shall not exceed the limits approved by the Department.

Structures

23. If minor repair of an existing structure is required, it shall not exceed the length, width, and height dimensions of the original installation as described on as-built plans. If repair of an existing facility constitutes a barrier or an impediment to upstream or downstream movement of aquatic life, then the District Biologist shall consult with the Department to determine if a newly designed structure may be a more appropriate solution than in-kind repair. Replacement of culverts and addition of new structures are not considered routine maintenance and therefore are not authorized by this Agreement.

Diversion

24. If flow diversion is required (i.e. the stream conveys perennial flows), it will be done in a manner that will prevent pollution and/or siltation, and will provide flows to downstream reaches. Temporary diversion structures used to isolate the work areas will be constructed in a manner that

prevents seepage from the work area. Said structures will be constructed of non-erodible materials. The structure, including all fill, enclosure material, and trapped sediments and other materials will be removed when the project is completed.

Pollution

25. Water containing mud, silt or other pollutants shall not be allowed to enter a lake or flowing stream, or be placed in locations that may be subjected to high stream flows or where it may be washed by rainfall or runoff into waters of the State.

26. Precautions to minimize turbidity/siltation shall be implemented; these may include but are not limited to silt fences, hay bales, sand bags, erosion control mats, post-project hydroseeding and other standard Best Management Practices (BMPs) as necessary. It is Caltrans' responsibility to maintain these erosion control devices in good condition so that they remain effective throughout the entire project.

27. No concrete shall be placed or poured on-site in a location that may contact creek water within 30 days of pouring unless the concrete is isolated from the creek water through appropriate wrapping or water barrier, implemented in consultation with the Department.

28. No debris, soil, sand, bark, slash, sawdust, rubbish, cement or concrete washings thereof, asphalt, oil or petroleum products, or any other material that may be harmful to fish or wildlife, that results from any maintenance or associated activity of whatever nature that is conducted by Caltrans or their contractor(s), shall be allowed to enter or be placed where it may be washed by rainfall or runoff into waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high water mark of any stream or lake.

29. Caltrans shall comply with all litter and pollution laws. All contractors, subcontractors, and employees shall also obey these laws and it shall be the responsibility of Caltrans to ensure compliance.

30. Any equipment or vehicles driven and/or operated within or adjacent to the channels, streams or lakes shall be checked and maintained daily, to prevent leaks of materials that if introduced into water could be deleterious to aquatic life.

31. No equipment maintenance shall be performed within or near any stream, channel or lake margin where petroleum products or other pollutants from the equipment may enter these areas under any flow.

VI. RESTORATION AND MITIGATION

For partially modified or unmodified channels, a stream's low flow channel, bed or banks shall be returned as nearly as possible to their original configuration and width, without creating future erosion problems.

Mitigation for loss of native riparian vegetation and aquatic emergent vegetation shall only be required once, at the time of initial loss. If habitat becomes re-established between cleanout

activities, no further mitigation will be required, within the scope of this Agreement. The mitigation ratios are based on the quantity and quality of on-site and adjacent habitat and are established as follows:

Category 1A channels (completely modified, no vegetation)

No mitigation required.

Category 1B channels (partially modified, may contain vegetation)

No native vegetation present, no mitigation required.

Native vegetation removed is sparse, mitigation ratio 1:1.

Native vegetation removed is moderate, mitigation ratio 2:1.

Category 2A channels (completely modified, vegetation present, other values)

Native vegetation removed is sparse, mitigation ratio 1:1.

Native vegetation removed is moderate, mitigation ratio 2:1.

Native aquatic emergent vegetation is dense, mitigation ratio 2:1

Category 2B channels (partially modified/unmodified, vegetation present, other values)

Native vegetation removed is sparse, mitigation 2:1.

Native vegetation removed is moderate, mitigation 3:1.

Mitigation shall be implemented on site when possible if future maintenance activities will not threaten the mitigation areas. No maintenance sites will be amended to this Agreement until they have been specifically identified, and the mitigation plan, with implementation schedule, is approved by the Department.

If on-site mitigation is not possible, a transfer of fees to a conservation-oriented third party that will perform riparian habitat restoration, enhancement and/or creation shall be implemented. Fees will be calculated based on the latest available fee schedule acceptable to the recipient organization. Organizations and type of restoration to be performed shall be approved by the Department prior to fee transfers. Whenever possible, mitigation will be performed in the watershed in which the impacts occurred.

VII. REPORTING REQUIREMENTS

By May 1, Caltrans shall provide written notice to the Department of routine maintenance activities anticipated or planned for that year (Preliminary Project List). The proposed activities should reflect a high degree of planning, scheduling and prioritizing, which, in turn will help avoid the need for "emergency" maintenance work. The list shall include project type, location (County, watershed,

State Route, post mile), channel type (modified, unmodified), and approximate size of project. Additions and deletions to the Preliminary Project List shall be forwarded to the Department on a quarterly basis or when they become available.

Prior to project implementation, Caltrans shall provide Final Project Lists of projects on a monthly or bi-monthly basis, with complete information on impacts and mitigation as described in this Agreement in Section V. STANDARD PROVISIONS, Compliance. The Final Project Lists will be amended into the Agreement.

Caltrans shall provide a written report to the Department on or before February 28 of each year. This report shall include a brief description of the activities conducted, pre- and post-project photos, and a complete list of each location/facility where routine maintenance was performed during the previous year, (January 1 through December 31). The report shall also include an impacts analysis, as defined by channel type and amount/type of vegetation removed, and size or footprint of the entire project (e.g. amount of sediment removed), and mitigation implemented (size of mitigation area, amount of money transferred). The projects should be reported by watershed and should include a total impacts analysis of vegetation removed and type of vegetation removed by watershed and county. Caltrans may also wish to include a section on problems encountered and suggestions for improving implementation in the future. All mitigation for the previous year shall be implemented (including transfer of fees) such that it can be included in the February 28 report. The report shall reference this Agreement by number and shall be sent to the Department at 4949 Viewridge Avenue, San Diego, CA 92123. The Department may terminate this Agreement immediately if late reports are not submitted within 30 days of a written request from the Department.

VIII. FEES

California Code of Regulations, Title 14, Section 699.5, establishes fees for projects subject to Fish and Game Code Section 1601. The category for 1601 ROUTINE MAINTENANCE ACTIVITIES by public agencies specifies an initial non-refundable application fee, with additional charges for each project, where a "project" is defined as work that falls within the agreed scope of maintenance work. Fees applicable to activities undertaken pursuant to this Agreement will be those currently in effect at the time of the activity. For example, using the fee schedule dated March 24, 2000, 50 maintenance projects in year 1 would equal $(20 \times 129.50) + (20 \times 102.75) + (10 \times 78.25) = \$5,427.50$; 20 sites in year 2 would equal $(20 \times 129.5) = \$2,590$. Fees for the previous year's (January 1 – December 31) completed projects shall accompany each annual report.

IX. AMENDMENT, EXTENSION AND TERMINATION

This Agreement cannot be amended or modified in any way except by a written amendment duly executed by the Department and Caltrans. Mutually approved amendments become part of this Agreement and are subject to all previously negotiated provisions. Each time projects are received by the Department for inclusion in the Agreement (Final Project Lists), an Amendment shall be executed. Preliminary Project Lists shall be compiled to form an Inventory of Maintenance Projects, to be amended into the Agreement at least annually.

Caltrans shall request an extension of this Agreement prior to its termination date. If Caltrans fails to request renewal prior to the Agreement's termination, then Caltrans shall submit a new notification with fees and required information to the Department. This Agreement shall be reviewed as necessary prior to any extension to ensure environmental conditions have not changed, or that new provisions are not required to protect fish and wildlife, or to resolve conflicts between the parties. Any activities conducted under an expired Agreement are a violation of Fish and Game Code.

This Agreement may be terminated by either party upon 30 days written notification to the other party. Upon termination, the activities of the parties shall be governed by the applicable provisions of California Fish and Game Code Section 1601.

X. ADMINISTRATIVE

Caltrans shall provide a copy of this Agreement and all of its amendments to all contractors, subcontractors, and Caltrans' project supervisors. Copies of the Agreement and amendments shall be readily available at work sites at all times during periods of active work and must be presented to any Department personnel, or personnel from another agency upon demand.

The Department reserves the right to enter job sites at any time to ensure compliance with the terms/conditions of this Agreement.

Nothing in this Agreement authorizes Caltrans to trespass on any land or property, nor does it relieve Caltrans of responsibility for compliance with applicable federal, state, or local laws or ordinances. This Agreement does not constitute or imply the approval or endorsement of a project, or of specific project features by the Department of Fish and Game beyond the Department's limited scope of responsibility, established by Code Sections 1600 *et seq.* The Agreement does not, therefore, assure concurrence by the Department with the issuance of permits from this or any other agency. This includes, but is not limited to, CEQA and NEPA project review. Any fish and wildlife protection or mitigation features that are adopted by a CEQA or NEPA lead agency, or made the conditions for the issuance of a permit for this project, become part of the project description for the purpose of this Agreement.

It is understood the Department has entered into this Streambed Alteration Agreement for purposes of establishing protective features for fish and wildlife. The decision to proceed with the project is the sole responsibility of Caltrans, and is not required by this Agreement. It is further agreed all liability and/or incurred cost related to or arising out of Caltrans' projects and the fish and wildlife protective conditions of this Agreement, remain the sole responsibility of Caltrans. Caltrans agrees to hold harmless the State of California and the Department of Fish and Game against any related claim made by any party or parties for personal injury or any other damages.

XI. ENTIRE AGREEMENT

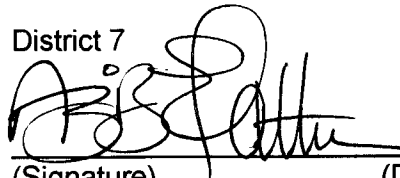
This Agreement and attached Exhibits 1 and 2 constitute the entire Agreement and understanding between the Department and Caltrans for routine maintenance activities, and supersedes all prior and contemporaneous routine maintenance activity Agreements, representations, or understandings, if any, whether oral or written.

XII. OTHER ENVIRONMENTAL LAWS, STATUTES, AND REGULATIONS

This Agreement does not constitute any form of authorization, permit, biological opinion, or compliance with the requirements and provisions of any other statute, regulation, requirement, or ordinance respecting the protection or conservation of fish and wildlife resources. Those statutes include, but are not limited to, the California Environmental Quality Act, the California Endangered Species Act and the Federal Endangered Species Act.

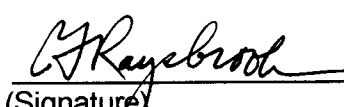
CONCURRENCE:

CALIFORNIA DEPT. OF TRANSPORTATION

District 7

(Signature) 10/24/02
(Date)

Aziz ELATJAR, Branch Chief.
(Type or print name and title)

CALIFORNIA DEPT. OF FISH AND GAME

Region 5

(Signature) 10/29/02
(Date)

C.F. Raysbrook, Regional Manager

EXHIBIT 1

ENVIRONMENTAL REVIEW

for All Maintenance Activities Occurring within 100 Feet of Drainages

IMPORTANT: Work within 100 feet of a drainage (e.g., ditch, culvert, stream, lake, etc.) may require permits and the permit acquisition process frequently takes six (6) months to a year to complete. To ensure compliance with state and federal laws, all non-emergency maintenance work within 100 feet of a drainage is NOT authorized to proceed until the District's Office of Environmental Planning has evaluated whether or not the activity will require permits.

Emergency Work within 100 feet of drainage(s), e.g., ditches, culverts, creeks, lakes, etc.

IMMEDIATELY contact the District's Office of Environmental Planning, Senior Environmental Planner Aziz Elattar at (213) 897-0686 or lead biologist, Paul Caron, at (213) 897-0610; leave your name, telephone number, the work location, a description of what needs to be done and an approximate schedule for completing the activities. Paul Caron may also be paged at (213) 203-2528. Our biologists will assist in acquiring the information required to obtain proper authorization from the resource agencies. Failure to follow this procedure may result in severe penalties from the resource agencies.

The U.S. Army Corps of Engineers defines an emergency as . . . "an imminent threat to life or property (such as those situations that could potentially result in an unacceptable hazard to life, a significant loss of property, or an immediate, unforeseen, and significant economic hardship if corrective action requiring a permit is not undertaken immediately)".

Routine Work within 100 feet of drainage(s), e.g., ditches, culverts, creeks, lakes, etc.

- I. Contact Information:** Date: _____ Maint. Region: _____
 Area Superintendent _____ Phone # _____ Pager # _____ Fax # _____
 Maint. Supervisor _____ Phone # _____ Pager # _____ Fax # _____
- II. Location of Activity:** County: _____ City(or Cities): _____
 Route: _____ PM (Start/End PM): _____ Direction of Travel: ___ N ___ E ___ S ___ W
- III. Work to be Performed By:** Own Forces Contractor
- IV. Timing/Duration:** Estimated Start Date: _____ Estimated Completion Date: _____
- V. Project Description of Emergency or Routine Work within 100 feet of a Drainage**
- Type of drainage(s) within 100 feet of activities (check all squares that apply):
 Ditch _____ Wash, creek or stream _____
 Culvert _____ Lake _____
 Other: _____
 - Type of activity within 100 feet of drainage(s) (check all squares that apply):
 Cleaning of concrete lined drainage(s) _____ Repair/maintenance of existing highways _____
 Cleaning of soft bottom drainage(s) _____ Construction/Modification of drainage facilities _____
 Removal of vegetation _____ Water diversion or impoundment _____
 Soil, sand, gravel, and/or boulder removal _____ De-watering _____
 Other: _____
 - Is surface water currently present in the drainage? Yes No Will it need to be diverted? Yes No
 - Will groundwater be impacted? Yes No

For Environmental Use Only:

No further environmental review is needed; notify our office if the project scope increases.

File # _____

Approved to Start Work on: _____ Approved By: _____

The following permit(s) is/are required for this project: 404 401 1601 Coastal Permit Other: _____

Note: A Coastal Permit is needed for most activities within the coastal zone that require a 1601 permit.

Section VI needs to be completed and submitted to Environmental Planning by (date): _____ Date Received: _____

All sections of this form (including Section VII) have been completed adequately.

Environmental Planning coordination with resource agencies: Initiation Date: _____ Env. Plan. Staff: _____

Maintenance Approved to Start Work on: _____ Approved By: _____

(Copies of all permits must be available at project site at all times during activities requiring permits.)

VI. Additional Information Required for Coastal Activities (Emergency or Routine) within 100 feet of a Drainage

1. Is the activity within 5 miles of the ocean coastline? Yes No (if No, skip to Section VII)
2. Is the activity entirely within Caltrans right-of-way? Yes No
3. Summary of impact areas:

Lot Coverage	Existing (sq. ft. or acre)	New Proposed (sq. ft. or acre)	Total (sq. ft. or acre)
Structure			
Paved Area			
Landscaped Area			
Unimproved Area			

4. Is any grading proposed? Yes No (if yes, complete the following:)

A) Amount of cut (cu. yds.)	E) Max. height of cut slope (ft.)
B) Amount of fill (cu. yds.)	F) Max height of fill slope (ft.)
C) Amount of import (cu. yds.)	G) Location of borrow or disposal site
D) Amount of export (cu. yds.)	

The following section only needs to be completed if work will be performed within or immediately adjacent to a drainage:

VII. Work Directly Affecting a Drainage(s):

Rock Slope Protection Project (Describe project, including if cement or any other material will be used to hold rocks in place): _____

Project Description	Quantity (Estimate)	Units	Comments
1. Approx. size of rocks		Inches	
2. Approx. amount needed		Tons	
3. Length of bank to be impacted		Feet	
4. Height of bank to be impacted		Feet	

Work Directly Affecting a Drainage(s) (Continued):

Cleaning Sediment/Debris and/or Vegetation from a Drainage(s) (Describe project, e.g., culvert outlet, ditch, etc., and also describe if sediment trap will be created, etc.): _____

Project Description	Quantity (Estimate)	Units	Comments
1. Distance to be impacted: - Upstream	_____	Feet _____	
- Downstream	_____	Feet	
2. Width across drainage at base		Feet	
3. Width across drainage at top of bank		Feet	
4. Approx. amount of material to be excavated		Cubic Yards	
5. Infill (if needed)		Cubic Yards	
6. Backfill (if needed)		Cubic Yards	

Other Activities in, or Adjacent to, Drainages: _____

1. List the type of construction equipment to be used:

Excavator Bulldozer Crane Cherry Picker
 Loader Dump Truck Track Loader Other: _____

2. Method of sediment, debris and vegetation removal? Equipment in channel Scoop and lift from outside of channel
3. Attach a rough sketch of where the equipment will access the drainage area.
4. Attach photographs with labels showing the site before maintenance activity starts and, if the work has already been completed, photographs after the activity was completed.

Mail completed forms to: Environmental Planning, Caltrans District 7, 120 S. Spring Street, Los Angeles, CA 90012 or fax directly to Aziz Elattar or Paul Caron at (213) 897-0685.

Exhibit 2: Final Project List 2002

ID#	County-Route PM Direction	Location	Facility Type (Ditch, Culvert, Channel, wash/Creek/ stream, Lake)	Channel Type (completely, partially or un- modified)	Type of Activity	Method of Cleaning (Scoop & Lift, Shovel/Manual, Equip. in Channel)	Watershed	Dominant vegetation to be impacted	Adjacent Habitats	Sensitive species/habitats likely to be present within area of Impact
1	La-60 PM 24.5 W/B	City of Diamond Bar At Grand Ave.	Channel	Completely modified	Routine drain cleaning	Scoop & lift	San Gabriel River	Unknown aquatic mat, cattails	Landscape, commercial	None
2	La-60 PM 22.3 E/B	City of Diamond Bar W/ of Lemon Ave. U/C	Ditch	Partially modified	Routine drain cleaning	Scoop & lift	San Gabriel River	Cattails, castor bean	Residential	Nesting birds
3	La-605 PM 15.5/15.6 S/B	City of Pico Rivera Near Rose Hills Rd.	Channel	Completely modified	Routine drain cleaning	Equip. in channel	San Gabriel River	Willows, mulefat, cattails, castor bean, tree tobacco, canary ivy	Plant nursery	Nesting birds
4	La-71 PM 2.5/3.4 S/B	City of Pomona S/ of North Rancho Rd.	Channel	Partially modified	Routine drain cleaning	Conc.-Equip. in channel, Soft-Scoop & lift	San Gabriel River	Cattails, annual grasses	Residential	None
5	La-134 PM 5.1 E/B	City of Los Angeles/Glendale North of Griffith Park	Ditch	Completely modified	Routine drain cleaning	Manual	Los Angeles River	None	Park, Equestrian Trail, Urban	None
6	La-134 PM 3.1 E/B	City of Los Angeles/Glendale North of Griffith Park	Ditch	Completely modified	Routine drain cleaning	Manual	Los Angeles River	Debris, leaf litter	Park, Equestrian Trail, Urban	None
7	La-134 PM 5.0 E/B	City of Los Angeles/Glendale North of Griffith Park	Ditch	Completely modified	Routine drain cleaning	Manual	Los Angeles River	None	Park, Equestrian Trail, Urban	None

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ID#	County-Route PM Direction	Location	Facility Type (Ditch, Culvert, Channel, wash/Creek/ stream, Lake)	Bottom Type (Concrete, Soft, etc.)	Type of Activity	Method of Cleaning (Scoop & Lift, Shovel/Manual, Equip. in Channel)	Watershed	Dominant vegetation to be impacted	Adjacent Habitats	Sensitive species/habitats likely to be present within area of impact
8	La-14 PM 66.7/67.3 S/B	City of Lancaster North of Ave. K	Channel	Completely modified	Routine drain clearing	Equip. in channel	Antelope Hydrologic Unit	Cattails, 14 small willows, 1 small alder	Urban fringe/ desert edge	Nesting birds
9	La-5 PM 67.3 S/B	City of Castaic North of Templin Hwy	Channel & culvert inlet	Completely modified	Request to clear channel and cut access road to drainage channel	Backhoe	Santa Clara River	None	Open space	None
10	La-5 PM 26.3 S/B	City of Los Angeles South of SR 134	Ditch	Completely modified	Routine drain clearing	Manual or Scoop & lift	Los Angeles River	white sweet clover	urban and park	none
11	La-5 PM 25.5 S/B	City of Los Angeles Near Griffith Park South of Colorado Blvd	Ditch	Completely modified	Routine drain clearing	Manual	Los Angeles River	debris, non native trees	urban and park	none
12	La-5 PM 25.7 S/B	City of Los Angeles Near Griffith Park South of Colorado Blvd	Ditch	Unmodified	Routine drain clearing	Manual or Scoop & lift	Los Angeles River	grasses, small pines	urban and park	none
13	La-105 PM 6.2/6.3 E/B	City of Los Angeles Between Western and Normandie	Detention basin	Unmodified	Remove sediment at basin outlet, remove trees, regrade & reveg bare areas.	Mow, scoop, equipment in channel	Dominguez Channel	Dead Cattails, mulefat, willow, annual grasses	Urban, landscape & Coastal sage scrub	none

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ID#	County-Route PM Direction	Location	Facility Type (Ditch, Culvert, Channel, wash/Cr eek/stream, Lake)	Bottom Type (Concrete, Soft, etc.)	Type of Activity	Method of Cleaning (Scoop & Lift, Shovel/Manual, Equip. in Channel)	Watershed	Dominant vegetation to be impacted	Adjacent Habitats	Sensitive species/habitats likely to be present within area of impact
14	La-710 PM 15.6/15.7 S/B	City of Lynwood at the 105 Fwy.	Detention basin	Unmodified	Remove sediment at basin inlet, remove trees, repair down drain, regrade & reveg bare areas.	Mow, scoop, equipment in channel	Los Angeles River	Annual grasses, mulefat, Willows, cattails, arundo	Urban, Landscape: Cottonwoods, Eucs. Native vegetation, mulefat	none
15	La-101 PM 25.2/25.3 E/B & W/B	City of Woodland Hills East of Topanga Blvd. On-ramp	Culvert inlet & outlet	Concrete	Routine drain cleaning	Scoop & lift	Malibu Creek	E/B - Willows, cattails W/B - tree of heaven	Urban	None
16	La-101 PM 36.1/36.2 N/B	City of Agoura Hills Near Reyes Adobe Rd.	Channel	Concrete	Routine drain cleaning	Equip. in channel	Malibu Creek	Cattail, yellow waterweed, sedges	Landscape, urban	None
17	La-605 PM 15.6 N/B	City of Pico Rivera Near Rose Hills Rd.	Channel	Completely modified	Routine drain cleaning	Scoop & Lift + Equip. in Channel	San Gabriel River	Low growing herbaceous mat, cattails (no trees)	Urban	None
18	La-605 PM 17.5 N/B & S/B	City of Whittier at La-60	Channel	Completely modified	Routine drain cleaning	Scoop & Lift + Equip. in Channel	San Gabriel River	Annual grasses	Urban	None
19	La-605 PM 18.9 N/B	City of Industry South of Valley Blvd.	Channel	Completely modified	Routine drain cleaning	Scoop & Lift + Equip. in Channel	San Gabriel River	Annual grasses	Urban	None

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ID#	County-Route PM Direction	Location	Facility Type (Ditch, Culvert, Channel, wash/Cr eek/stream, Lake)	Bottom Type (Concrete, Soft, etc.)	Type of Activity	Method of Cleaning (Scoop & Lift, Shovel/Manual, Equip. in Channel)	Watershed	Dominant vegetation to be impacted	Adjacent Habitats	Sensitive species/habitats likely to be present within area of impact
20	La-60 PM 6.8 E/B	City of Montebello at Greenwood	Channel	Completely modified	Routine drain cleaning	Scoop & Lift + Manual	Los Angeles River	Annual grasses	Urban	None
21	La-60 PM 11.1 E/B	City of El Monte at Peck Rd.	Ditch	Completely modified	Routine drain cleaning	Scoop & Lift + Manual	Los Angeles River	Annual grasses	Urban	None
22	La-605 PM 15.2 N/B	City of Pico Rivera South of Rose Hills Rd.	Ditch	Completely modified	Routine drain cleaning	Scoop & Lift + Manual + Equip. in Channel	San Gabriel River	Cattails, sedges	Urban	None
23	La-5 PM 6.8/7.0 S/B	City of Downy Next to S/B 605 connector	Channel	Completely modified	Routine drain cleaning	Equip. in channel	San Gabriel River	Arundo (already cut - NOT by Caltrans)	Urban, landscaping	None
24	La-14 PM 61.7/62.1 S/B	City of Palmdale	Ditch	Completely modified	Routine drain cleaning	Manual	Antelope Hydrologic Unit	Russian thistle, misc weeds	Commercial	None

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ID#	Measures required to avoid impacting sensitive species/habitats	Dimensions (length x width) (ft) and area (sq. ft.) = total area cleaned	Area of native vegetation (sq. ft.)	Category	% native vegetative cover (% of total cover)	Native vegetation category (sparse, moderate, dense)	Required Mitigation Ratio (based on Category and habitat quality)	Total Mitigation Required (sq. ft.) (based on state wetland impact area and Proposed mitigation ratio)	Comments
1	None	400' x 10' (4000)	Herb mat-450 cattails-50	2A	100	Dense	2:1	100	No woody veg. Mitigate for cattails only
2	Avoid nesting season, pre-con survey	100' x 4' (400) Concrete - 75' x 4' Soft - 25' x 4'	400	Conc.- 2A Soft - 2B	75	Dense	Conc. - 2:1 Soft - 2:1	800	
3	Avoid nesting season, pre-con survey	400' x 20'	8000	2A	50	Moderate	2:1	16000	Extensive invasion of exotics from adjacent nursery.
4	None	Conc. - 160' x 15' Soft - 4340' x 15' (67500)	Conc - 150 Soft - 300	Conc.- 2A Soft - 2B	Conc. - 100 (excl. algae) Soft - 10	Conc. - Dense Soft - Sparse	Conc. - 2:1 Soft - 2:1	900	
5	None	500' X 3'	0	1A	0	None	0	0	
6	None	1300' x 4'	0	1A	0	None	0	0	
7	None	500' X 3'	0	1A	0	None	0	0	

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ID#	Measures required to avoid impacting sensitive species/habitats	Dimensions and area in feet (Length x Width) (sq. ft.) = total area cleaned	Area of native vegetation (sq. ft.)	Category	% native vegetative cover (% of total cover)	Native vegetation category (sparse, moderate, dense)	Required Mitigation Ratio (based on Category and habitat quality)	Total Mitigation Proposed (sq. ft.) (based on state wetland impact area and Proposed mitigation ratio)	Comments
8	Avoid nesting season, pre-con survey	750' x 4' (3000)	2520	2A	100	Dense	2:1	5040	Trees <3" dbh
9	None	250' x 20' (5000)	0	2A	0	None	0	0	
10	None	1700' x 10' (17000)	100	1A	10	Sparse	0	0	
11	None	500' x 3' (1500)	0	1A	0	None	0	0	Trees <3" dbh
12	None	50' x 4'	0	2B	0	None	0	0	
13	None	Total area = 3500 sq.ft.	500	1B	50	Moderate	2:1	1000	Clearing only at inlets and outlets. Approx. 20 cu. Yd. Of sediment to be removed.

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14	None	Total area = 1500 sq.ft.	1500	1B	50	Moderate	2:1	3000	Clearing only at inlets and outlets. Approx. 10-20 cu. Yd. Of sediment to be removed.
15	None	E/B - 30' x 15' (450) W/B - 30' x 15' (450)	450	0 2A	E/B - 50 W/B - 0	E/B - Moderate W/B - sparse	E/B - 2:1 W/B - 0	E/B - 900 W/B - 0	E/B - most native cover comes from 2 multi-trunked willows <2" dbh
16	None	250' x 15' (3750)	3750	2A	100	Dense	2:1	7600	
17	None	900' x 25' (22500)	Herb mat- 15187 cattails-1687	2A	100	Dense	2:1	3374	No woody veg. Mitigate for cattails only
18	None	2000' x 5' (10000)	0	1A	0	None	0	0	
19	None	3000' x 5' (15000)	0	1A	0	None	0	0	

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ID#	Measures required to avoid impacting sensitive species/habitats	Dimensions and area in feet (Length x Width) (sq. ft.) = total area cleaned	Area of native vegetation (sq. ft.)	Category	% native vegetative cover (% of total cover)	Native vegetation category (sparse, moderate, dense)	Required Mitigation (based on Category and habitat quality) Ratio and Sq. ft.	Total Mitigation Proposed (sq. ft.) (based on state wetland impact area and Proposed mitigation ratio)	Comments
20	None	4000' x 5' (20000)	0	1A	0	None	0	0	
21	None	2000' x 5' (10000)	0	1A	0	None	0	0	
22	None	620' x 4' (2480)	1650	2A	100	Dense	2:1	3300	
23	None	20' x 8' (160)	0	1A	0	None	0	0	
24	None	400' x 4' (1600)	0	1A	0	None	0	0	
Total native vegetation impacted that requires mitigation:			21,057 sq.ft.				Total mitigation required:	59,814 sq. ft.	
			0.48 acre					1.37 acre	